

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

		X
SECURITIES AND EXCHANGE COMMISSION,	:	
	:	
Plaintiff,	:	
	:	
-v-	:	16-cv-6848 (BMC)
	:	
PLATINUM MANAGEMENT (NY) LLC;	:	
PLATINUM CREDIT MANAGEMENT, L.P.;	:	
MARK NORDLICHT;	:	
DAVID LEVY;	:	
DANIEL SMALL;	:	
DEAN GRAYSON, as representative of the	:	
estate of Uri Landesman;	:	
JOSEPH MANN;	:	
JOSEPH SANFILIPPO; and	:	
JEFFREY SHULSE,	:	
	:	
Defendants.	:	
	X	

**ORDER APPROVING NINTH JOINT INTERIM APPLICATION  
OF THE RECEIVER AND OTTERBOURG P.C. FOR ALLOWANCE  
OF COMPENSATION AND REIMBURSEMENT OF EXPENSES INCURRED  
DURING THE PERIOD JULY 1, 2019 THROUGH  
AND INCLUDING SEPTEMBER 30, 2019**

THIS MATTER coming before the Court on the Ninth Joint Interim Application of Melanie L. Cyganowski, the duly appointed receiver herein (the “Receiver”) and Otterbourg P.C. (“Otterbourg”), counsel for the Receiver, for Allowance of Compensation and Reimbursement of Expenses Incurred during the period July 1, 2019 through and including September 30, 2019 (the “Ninth Interim Application”) [506]; and the Court having considered the Ninth Interim Application and exhibits and other documents filed in support of the Ninth Interim Application; and the Court having found that the Ninth Interim Application complies with applicable standards for awarding fees and expenses; and after due deliberation and for good and sufficient cause shown; it is hereby

**ORDERED** that the Ninth Interim Application for the period covering July 1, 2019 through and including September 30, 2019 (the “Ninth Application Period”) is granted; and it is further

**ORDERED** that the Receiver’s compensation for the Ninth Application Period is allowed on an interim basis in the amount of \$44,337.20 (the “Allowed Receiver Fees”); and it is further

**ORDERED** that the fees requested by Otterbourg for the Ninth Application Period are allowed on an interim basis in the amount of \$1,038,220.95 (the “Allowed Otterbourg Fees” and, together with the Allowed Receiver Fees, the “Allowed Fees”); and it is further

**ORDERED** that the Receiver’s request for reimbursement of her out-of-pocket expenses for the Ninth Application Period is allowed on an interim basis in the amount of \$938.27; and it is further

**ORDERED** that Otterbourg’s request for reimbursement of its out-of-pocket expenses for the Ninth Application Period is allowed on an interim basis in the amount of \$18,339.44; and it is further

**ORDERED** that the Receiver is authorized to immediately pay from the Receivership assets (i) the allowed fees, less the Holdback Amount,<sup>1</sup> plus (ii) 100% of the allowed out-of-pocket expenses of Applicants.

**SO ORDERED.**

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U.S.D.J.

Dated: Brooklyn, New York  
December 26, 2019

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<sup>1</sup> The “Holdback Amount” is: (a) twenty percent (20%) of the fees requested in the Ninth Interim Application with respect to all project codes, (b) except for the fees approved for Otterbourg with respect to the “Beechwood Action” and the “Arbitration,” for which applicants will hold back five percent (5%) in view of the additional fee accommodations taken at this time with respect to those two projects.